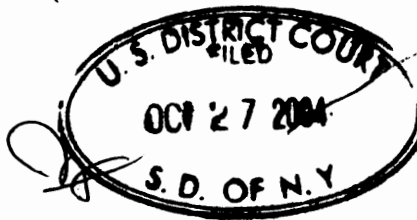


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Doc # 27



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
UNITED STATES OF AMERICA,

Plaintiff,

v.

HILLMAN HOUSING CORPORATION,
HY MEADOWS, JUDITH MITRANI,
and ARLEEN SOBERMAN,

Defendants.
-----X

02 Civ. 0626 (GEL)

CONSENT DECREE

WHEREAS, on or about January 25, 2002, the United States of America (the "United States") served and filed a Complaint alleging that Hillman Housing Corporation ("Hillman") and three members of its Board of Directors, Hy Medows, Judith Mitrani, and Arleen Soberman (collectively, "Defendants"), discriminated against Cynthia Liu and Robert J. Liao (together "Liu and Liao" or "Complainants") on the basis of race, color, national origin, and/or religion in violation of the Fair Housing Act, as amended, 42 U.S.C. § 3601 et seq. (the "Fair Housing Act" or the "Act"), by not approving their application to purchase an apartment in one of two cooperative housing developments owned and operated by Hillman, located at 500, 530, and 550 Grand Street, New York, New York 10002 (collectively, the "Apartment Complex");

WHEREAS, on or about July 3, 2002, Defendants served and filed an Answer to the Complaint, which denied the allegations of the Complaint and asserted numerous affirmative defenses, including, but not limited to, that at all times Defendants acted in good faith and in compliance with all applicable state and federal laws;

WHEREAS, the United States and the Defendants have consented to the entry of

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this Consent Decree, without trial or adjudication of any issues of fact or law;

WHEREAS, the United States and Defendants have agreed that in order to avoid protracted, unnecessary, and costly litigation, the controversy should be resolved without further litigation;

WHEREAS, the parties have agreed that settlement of these matters without further litigation is in the public interest and that the entry of this Consent Decree is the most appropriate means of resolving these matters; and

WHEREAS, Defendants do not admit any liability on their part on any basis regarding any of the allegations in the Complaint, and the settlement of this dispute shall not be deemed or construed as an admission of liability on the part of Defendants of any nature;

NOW THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED that:

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over the parties and the subject matter of this action pursuant to Section 812(o) of the Act, 42 U.S.C. § 3612(o), and pursuant to 28 U.S.C. §§1331 and 1345. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391(b) and (c).

II. APPLICATION AND PARTIES BOUND

2. This Consent Decree applies to and is binding upon the United States, Defendants, Hillman's officers, directors, and employees, and all of their respective successors and assigns.

III. DURATION AND DEFINITION

3. This Consent Decree shall take effect immediately upon its entry by the Court. The term of this Decree shall be two and one half (2 ½) years from the date of entry.

Expiration of this Consent Decree shall not relieve the Defendants of any obligation otherwise imposed by law.

4. For purposes of this Consent Decree, "Dwelling" shall have the meaning provided in the Fair Housing Act, namely "any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof." 42 U.S.C. § 3602(b).

IV. INJUNCTIVE RELIEF

5. Defendants, their agents, employees, and/or successors, and all persons in active concert or participation with any of them, shall not violate the Fair Housing Act by discriminating against any person on the basis of race, color, national origin, and/or religion in any aspect of the purchase or sale of a Dwelling.

6. Defendants, their agents, employees, and/or successors, and all persons in active concert or participation with any of them, shall not violate the Fair Housing Act by refusing to sell after the making of a bona fide offer, or refuse to negotiate for the sale of, or otherwise make unavailable or deny, a Dwelling to any person because of that person's race, color, national origin, and/or religion.

7. Defendants, their agents, employees, and/or successors, and all persons in active concert or participation with any of them, shall not violate the Fair Housing Act by discriminating against any person in the terms, conditions and privileges of sale of a Dwelling because of that person's race, color, national origin, and/or religion.

8. Defendants, their agents, employees, and/or successors, and all persons in

active concert or participation with any of them, shall not violate the Fair Housing Act by coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of that person's having exercised or enjoyed, or on account him or her having aided or encouraged each other in the exercise or enjoyment of any right granted or protected by section 803, 804, 805, 806 of the Act, 42 U.S.C. § 3603-06.

V. RELIEF FOR COMPLAINANTS

9. Hillman shall pay to Complainants within five (5) business days from entry of this Consent Decree the aggregate sum of one-hundred and thirty thousand dollars (\$130,000), by delivering a certified check payable to Robert J. Liao, in the amount of \$130,000 to the undersigned counsel for the United States, United States Attorney's Office, 86 Chambers Street, New York, New York 10007.

10. In consideration of the payment provided by Hillman to Complainants pursuant to paragraph 9 of this Consent Decree, the United States shall cause each Complainant to execute a general release in the form annexed as Exhibit A to this Decree simultaneously with the execution of this Decree by the United States, and shall cause each Complainant to deliver the releases to counsel for the United States. The releases shall be held in escrow by counsel for the United States until counsel for the United States receives the certified check payable under paragraph 9 of this Decree, at which time the counsel for the United States shall immediately cause to be delivered the releases executed by Complainants to counsel for Defendants, by Federal Express, to the attention of Mitchell D. Haddad, Esq., at the address below. By signing the addendum to this Consent Decree, Complainants agree to and shall abide by their obligations under this paragraph.

11. If Hillman fails or refuses to make the payment required by paragraph 9 of this Consent Decree, Hillman consents to entry of judgment against it for \$130,000.

VI. NOTICE TO THE PUBLIC

12. If not already done, Hillman shall take the following steps to notify the public of its nondiscriminatory policies:

A. Post and maintain in the reception area of Hillman's offices at 465 Grand Street, New York, New York, or any other office that Hillman maintains which is generally accessible to the public, a HUD fair housing poster no smaller than 11 inches by 14 inches, to be provided by the United States, that indicates that all apartments are available for sale on a nondiscriminatory basis and that complies with regulations promulgated by HUD and set forth at 24 C.F.R. Part 110.

B. Include the words "Equal Housing Opportunity" or the fair housing logo as depicted in 24 C.F.R. §200, Appendix to Subpart M of Part 200, in the purchase application form utilized by Hillman and to be filled out by both the applicant and the seller (the "Purchase Application Form").

C. Include the following statement in the Purchase Application Form:

We do not discriminate on the basis of race, color, religion, sex, handicap, national origin, or familial status.

D. Include the following statement in any letter or notice informing the seller of an apartment, to which an applicant (or his or her representative) is copied, that the applicant's application to purchase an apartment in the Apartment Complex has not been approved:

If the applicant believes he or she has been discriminated against on the basis of race, color, religion, sex, handicap, national origin, or familial status, he or she has the right, under the Fair Housing Act, 42 U.S.C. §3610(a), 3613(a), to file a complaint with the United States Department of Housing and Urban Development or an action in State court or United States District Court.

VII. RECORD-KEEPING

13. Hillman shall, for two-and-a-half (2 ½) years following the entry of this Consent Decree, preserve the following records: (a) applications to purchase apartments in the Apartment Complex purchased by the seller and accepted for processing after the entry of this Decree; (b) materials submitted by any applicant in connection with such application, or obtained by Hillman or its Board of Directors in assessing any applicant whose application was purchased by the seller and accepted for processing after the entry of this Decree; (c) notes and minutes of any meetings of the Hillman Board of Directors at which any applicant whose application was accepted for processing after the entry of this Decree is discussed; and (d) notes, correspondence, emails, or other documents created or maintained by any employee of Hillman or member of the Hillman Board of Directors pertaining to the application of any applicant to purchase an apartment in the Apartment Complex accepted for processing after the entry of this Decree.

14. Hillman shall, for two-and-a-half (2 ½) years following the entry of this Consent Decree, create and maintain a log of all applicants that have submitted applications to purchase apartments in the Apartment Complex after the entry of this Decree, containing the following data: (a) name and address of the applicant as set forth in the application; (b) to the extent known to Hillman, or ascertainable by Hillman upon visual observation, the applicant's race or color, national origin, and religion; (c) name of the seller as set forth in the application;

(d) date the application was accepted by Hillman for processing; (e) whether the application was approved or rejected and the date of approval or rejection; and (f) date of the Board meeting at which action on the application was taken, and names of individuals present at such meeting. Nothing in this paragraph shall be deemed or construed to require Hillman to make any affirmative inquiry concerning an applicant's race or color, national origin, or religion.

15. Upon reasonable notice to counsel for Hillman, representatives of the United States shall be permitted to inspect, during normal business hours, documents identified in paragraphs 13 and 14 of this Consent decree that are not identified on the privilege log described in paragraph 16 of this Consent Decree, and to copy any such documents the United States in good faith believes relate to the enforcement of this Decree; provided, however, that (i) the United States shall endeavor to minimize any inconvenience to Hillman from inspection of such records, (ii) all such documents and information concerning or constituting applications to purchase apartments shall not be disclosed by the United States and, absent further order of the Court, shall be used by the United States only for the express purpose of enforcing the Fair Housing Act and this Consent Decree; (iii) the following information may be redacted from documents required to be maintained pursuant to paragraph 13 of this Consent Decree prior to inspection by the United States: social security numbers; date(s) of birth of the applicant(s); bank names and account numbers; names of stocks, mutual funds, bonds, and/or retirement funds constituting assets of the applicant(s); addresses of any real property owned by the applicant(s); make and model of any cars owned or leased by the applicant, provided, however, that the amount of any car lease payments may not be redacted; and supporting schedules and W-2 forms attached to any tax returns maintained by Hillman in accordance with paragraph 13 of this

Decree. In the event that the United States makes any application to the Court under subsection (ii) of this paragraph, the United States shall provide prior written notice of such application to the undersigned counsel for Defendants and to any person(s) whose information is the subject of such application, and permit them an opportunity to be heard on such application.

16. Defendants shall maintain, and make available for inspection by the United States consistent with paragraph 15 of this Decree, a privilege log that conforms to the requirements of Rule 26.2(a) of the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York. Such log shall identify all documents as to which Defendants assert a claim of privilege and which, on the basis of such assertion, are not made available for inspection in the manner set forth in paragraph 15 of this Consent Decree.

VIII. REPORTING

17. Six (6) months after the entry of this Consent Decree, and thereafter every six months until the expiration of this Consent Decree, Hillman shall deliver to counsel for the United States (at the address below) a signed affidavit or affirmation, in substantially the form annexed hereto as Exhibit B, describing the actions Hillman has taken pursuant to Sections VI, VII, and IX of this Consent Decree.

IX. COMPLAINTS

18. During the term of this Consent Decree, Hillman shall advise counsel for the United States in writing within thirty (30) days of the receipt of any written allegation that Hillman or any employee or Board Member of Hillman, acting in his or her official capacity, engaged in housing discrimination. Hillman shall forward a copy of the written allegation to counsel for the United States, and, if not contained in the written allegation, shall set forth, to the

extent known, the name of the complaining party, a description of the nature of the complaint, and contact information for the complaining party.

X. RESOLUTION OF CLAIMS

19. This Consent Decree shall be and constitutes a full and final settlement and satisfaction, and shall operate as a full and complete discharge, of all alleged violations of law, claims for relief and causes of action alleged in the Complaint and in the administrative charge of discrimination filed by the Department of Housing and Urban Development under complaint number 02-98-0839 against the Defendants and their agents and employees.

20. Nothing in this Consent Decree shall be construed to relieve Defendants of their obligations to comply with any federal, state, or local statute or regulation.

21. Nothing in this Consent Decree shall prevent Hillman from continuing to implement existing application rules or procedures, or adopting new application forms, rules, requirements, or procedures that are lawful, do not violate the Fair Housing Act or any of the terms and conditions of this Consent Decree, including the injunction set forth in paragraphs 5 through 8 above, and are applied uniformly to all applicants and sellers, including but not limited to, application fees, fees for processing applications, fees to be charged to outgoing occupants of apartments, flip taxes, maximum and minimum numbers of occupants for each apartment size, interviewing procedures, and income and other requirements for applicants. Nothing in this paragraph shall alter in any way Defendants' obligations under the terms of the injunction set forth in paragraphs 5 through 8 of this Consent Decree, or shall suggest that the United States approves of any action taken by Defendants in reliance on this paragraph.

XI. ENFORCEMENT

22. Upon entry of this Consent Decree, the complaint shall be dismissed with prejudice. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce the terms of this Decree and to resolve disputes arising under this Consent Decree.

23. Prior to seeking resolution of any disputes from the Court, the parties to this Consent Decree shall endeavor in good faith to resolve informally any differences regarding interpretation of and/or compliance with this Decree. If the parties are unable to resolve the dispute informally, before bringing the matter the Court, they shall, in good faith, meet and confer with a Magistrate Judge designated by the Court. Only if the dispute remains unresolved after conferring with the Magistrate Judge may the parties bring the dispute to the Court for resolution.

XII. INTEGRATION CLAUSE

24. The United States and Defendants understand and agree that this Consent Decree contains the entire agreement between them, and that no statements, representations, promises, agreements, or negotiations, oral or otherwise, between the parties or their counsel that are not included herein shall be of any force or effect. This Consent Decree may be modified only in writing and with the written consent of the United States and Defendants and approval of the Court.

XIII. COSTS AND ATTORNEY'S FEES

25. Each party shall bear its own costs and attorneys' fees in this action.

AGREED TO:


Dated: New York, New York

~~September~~ 24, 2004

October

DAVID N. KELLEY
United States Attorney for the
Southern District of New York
Attorney for Plaintiff United States of America

By:


ELIZABETH WOLSTEIN (EW-5194)
Assistant United States Attorney
86 Chambers Street
New York, New York 10007
Telephone: (212) 637-2743
Facsimile: (212) 637-2686

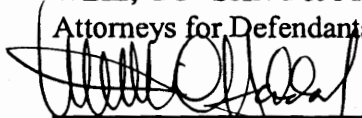
Dated: New York, New York

~~September~~ 20, 2004

October 20

WEIL, GOTSHAL & MANGES, LLP
Attorneys for Defendants

By:


MITCHELL D. HADDAD, Esq. (MH-7782)
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

SO ORDERED:


UNITED STATES DISTRICT JUDGE

10/25/04

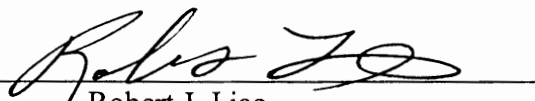
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X		
UNITED STATES OF AMERICA,	:	
	:	02 Civ. 0626 (GEL)
Plaintiff,	:	
v.	:	ADDENDUM TO
HILLMAN HOUSING CORPORATION,	:	<u>CONSENT DECREE</u>
HY MEADOWS, JUDITH MITRANI,	:	
and ARLEEN SOBERMAN,	:	
	:	
Defendants.	:	
-----X		

We, the undersigned, Cynthia Liu and Robert J. Liao, agree to and shall abide by our obligation to execute and deliver the releases, pursuant to Paragraph 10 of that certain Consent Decree agreed to by Hillman Housing Corporation, Hy Medows, Judith Mitrani, Arleen Soberman, and the United States of America, in connection with the above-captioned action.

Dated: New York, New York
October 13, 2004


Cynthia Liu


Robert J. Liao

GENERAL RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN

KNOW THAT, CYNTHIA LIU, for herself, her heirs, executors, administrators, legal representatives, successors and assigns, as **RELEASOR**, in consideration of the sum of Sixty-Five Thousand Dollars (\$65,000.00) and other good and valuable consideration received from **HILLMAN HOUSING CORPORATION**, as **RELEASEE**, the receipt and sufficiency of which is hereby acknowledged, forever releases and discharges the **RELEASEE**, the **RELEASEE'S** officers, directors, shareholders, employees, servants, agents, attorneys, representatives (both legal or otherwise), affiliates, parents, subsidiaries, successors and assigns and all others acting on their behalf in any capacity whatsoever, from all actions, causes of action, counterclaims, suits, debts, losses, dues, charges, assessments, penalties, liabilities, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, grievances, obligations, liabilities, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, of whatever kind, whether known or unknown, suspected or unsuspected, fixed or contingent, which against the **RELEASEE**, the **RELEASOR**, the **RELEASOR'S** heirs, executors, administrators, legal representatives, successors and assigns ever had, now have or hereafter can, shall or may have from the beginning of the world to the day of the date of this **RELEASE**.

Whenever the text hereof requires, the use of the singular shall include the appropriate plural and vice versa. This RELEASE shall be governed by and construed in accordance with the law of the State of New York.

This RELEASE may not be changed orally.

The words "RELEASOR" and "RELEASEE" include all releasors and all releasees under this RELEASE.

IN WITNESS WHEREOF, the RELEASOR has signed this RELEASE on the ___ day of October 2004.

By: _____
CYNTHIA LIU

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of October, in the year 2004, before me, the undersigned, personally appeared Cynthia Liu, personally known, to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Exhibit A

GENERAL RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN

KNOW THAT, CYNTHIA LIU, for herself, her heirs, executors, administrators, legal representatives, successors and assigns, as **RELEASOR**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received from **HY MEDOWS, ARLEEN SOBERMAN AND JUDITH MITRANI**, collectively as **RELEASEES**, the receipt and sufficiency of which is hereby acknowledged, forever releases and discharges the **RELEASEES**, the **RELEASEES'** heirs, executors, administrators, attorneys, representatives (both legal or otherwise), successors and assigns and all others acting on their behalf in any capacity whatsoever from all actions, causes of action, counterclaims, suits, debts, losses, dues, charges, assessments, penalties, liabilities, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, grievances, obligations, liabilities, agreements, promises, contracts, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, of whatever kind, whether known or unknown, suspected or unsuspected, fixed or contingent, which against the **RELEASEES**, the **RELEASOR**, **RELEASOR's** heirs, executors, administrators, legal representatives, successors and assigns ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter or thing whatsoever from the beginning of the world to the day of the date of this **RELEASE**.

Whenever the text hereof requires, the use of the singular shall include the appropriate plural and vice versa. This RELEASE shall be governed by and construed in accordance with the law of the State of New York.

This RELEASE may not be changed orally.

The words "RELEASOR" and "RELEASEES" include all releasors and all releasees under this RELEASE.

IN WITNESS WHEREOF, the RELEASOR has signed this RELEASE on the ___ day of October 2004.

CYNTHIA LIU

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of October, in the year 2004, before me, the undersigned, personally appeared Cynthia Liu, personally known, to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

GENERAL RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN

KNOW THAT, ROBERT J. LIAO, for himself, his heirs, executors, administrators, legal representatives, successors and assigns, as RELEASOR, in consideration of the sum of Sixty-Five Thousand Dollars (\$65,000.00) and other good and valuable consideration received from **HILLMAN HOUSING CORPORATION**, as RELEASEE, the receipt and sufficiency of which is hereby acknowledged, forever releases and discharges the RELEASEE, the RELEASEE'S officers, directors, shareholders, employees, servants, agents, attorneys, representatives (both legal or otherwise), affiliates, parents, subsidiaries, successors and assigns and all others acting on their behalf in any capacity whatsoever, from all actions, causes of action, counterclaims, suits, debts, losses, dues, charges, assessments, penalties, liabilities, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, grievances, obligations, liabilities, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, of whatever kind, whether known or unknown, suspected or unsuspected, fixed or contingent, which against the RELEASEE, the RELEASOR, the RELEASOR'S heirs, executors, administrators, legal representatives, successors and assigns ever had, now have or hereafter can, shall or may have from the beginning of the world to the day of the date of this RELEASE.

Whenever the text hereof requires, the use of the singular shall include the appropriate plural and vice versa. This RELEASE shall be governed by and construed in accordance with the law of the State of New York.

This RELEASE may not be changed orally.

The words "RELEASOR" and "RELEASEE" include all releasors and all releasees under this RELEASE.

IN WITNESS WHEREOF, the RELEASOR has signed this RELEASE on the ___ day of October 2004.

By: _____
ROBERT J. LIAO

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of October, in the year 2004, before me, the undersigned, personally appeared Robert J. Liao, personally known, to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

GENERAL RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN

KNOW THAT, ROBERT J. LIAO, for himself, his heirs, executors, administrators, legal representatives, successors and assigns, as **RELEASOR**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received from **HY MEDOWS, ARLEEN SOBERMAN AND JUDITH MITRANI**, collectively as **RELEASEES**, the receipt and sufficiency of which is hereby acknowledged, forever releases and discharges the **RELEASEES**, the **RELEASEES'** heirs, executors, administrators, attorneys, representatives (both legal or otherwise), successors and assigns and all others acting on their behalf in any capacity whatsoever from all actions, causes of action, counterclaims, suits, debts, losses, dues, charges, assessments, penalties, liabilities, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, grievances, obligations, liabilities, agreements, promises, contracts, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, of whatever kind, whether known or unknown, suspected or unsuspected, fixed or contingent, which against the **RELEASEES**, the **RELEASOR**, **RELEASOR's** heirs, executors, administrators, legal representatives, successors and assigns ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter or thing whatsoever from the beginning of the world to the day of the date of this **RELEASE**.

Whenever the text hereof requires, the use of the singular shall include the appropriate plural and vice versa. This RELEASE shall be governed by and construed in accordance with the law of the State of New York.

This RELEASE may not be changed orally.

The words "RELEASOR" and "RELEASEES" include all releasors and all releasees under this RELEASE.

IN WITNESS WHEREOF, the RELEASOR has signed this RELEASE on the __ day of October 2004.

ROBERT J. LIAO

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of October, in the year 2004, before me, the undersigned, personally appeared Robert J. Liao, personally known, to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Exhibit B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
UNITED STATES OF AMERICA,

Plaintiff,

v.

HILLMAN HOUSING CORPORATION,
HY MEADOWS, JUDITH MITRANI,
and ARLEEN SOBERMAN,

Defendants.
-----X

:
:
02 Civ. 0626 (GEL)

:
:
AFFIRMATION PURSUANT TO
CONSENT DECREE

_____ hereby declares, pursuant to 28 U.S.C. § 1746, as follows:

1. I am the/a [INSERT JOB TITLE] at Hillman Housing Corporation ("Hillman"). In this capacity, my job responsibilities are [INSERT JOB DUTIES AND RESPONSIBILITIES]. I make this Affirmation to comply with Section VIII of the Consent Decree (the "Consent Decree") agreed to by Hillman, Hy Meadows, Judith Mitrani, and Arleen Soberman and the United States of America (the "United States") in connection with the above-captioned action.

2. In the six months since [ENTRY OF THE CONSENT DECREE OR SUBMISSION TO THE UNITED STATES OF HILLMAN'S LAST REPORT], Hillman took the actions set forth in paragraphs 3 through 8 of this Affirmation to comply with its obligations under Section VIII of the Consent Decree.

3. Hillman [posted and] maintained in the reception area of its offices at _____, the HUD fair housing poster provided by the United States to counsel for Hillman.

4. Hillman included the words "Equal Housing Opportunity" or the fair housing logo as depicted in 24 C.F.R. §200, Appendix to Subpart M of Part 200, in the Purchase

Application Form.¹

5. Hillman included the following statement in any letter or notice informing the seller of an apartment, to which an applicant (or his or her representative) is copied, that the applicant's application to purchase an apartment in the Apartment Complex has not been approved:

If the applicant believes he or she has been discriminated against on the basis of race, color, religion, sex, handicap, national origin, or familial status, he or she has the right, under the Fair Housing Act, 42 U.S.C. §3610(a), 3613(a), to file a complaint with the United States Department of Housing and Urban Development or an action in State court or United States District Court.

6. Hillman preserved the following records at its offices at _____, New York, New York: (a) applications to purchase apartments in the Apartment Complex purchased by the seller and accepted for processing after the entry of the Consent Decree; (b) materials submitted by any applicant in connection with such application, or obtained by Hillman or its Board of Directors in assessing any applicant whose application was purchased by the seller and accepted for processing after the entry of the Consent Decree; (c) notes and minutes of any meetings of the Hillman Board of Directors at which any applicant whose application was purchased by the seller and accepted for processing after the entry of the Consent Decree is discussed; and (d) notes, correspondence, emails, or other documents created or maintained by any employee of Hillman or member of the Hillman Board of Directors pertaining to the application of any applicant to purchase an apartment in the Apartment Complex purchased by the seller and accepted for processing after the entry of the Consent Decree.

¹ Capitalized terms have the meaning ascribed to them in the Consent Decree.

7. Hillman [created and] maintained a log of all applicants that submitted applications to purchase apartments in the Apartment Complex after the entry of the Consent Decree, containing the following data: (a) name and address of the applicant as set forth in the application; (b) to the extent known by Hillman or ascertainable by Hillman upon visual observation, the applicant's race or color, national origin, and religion; (c) name of the seller as set forth in the application; (d) date the application was accepted by Hillman for processing; (e) whether the application was approved or rejected and the date of approval or rejection; and (f) date of the Board meeting at which action on the application was taken, and names of individuals present at such meeting. ____ [insert number] new entries were added to the log during the current six-month reporting period.

8. Hillman advised counsel for the United States in writing of any written allegation that Hillman or any employee or Board Member of Hillman, acting in his or her official capacity, engaged in housing discrimination. During the current six-month reporting period, Hillman received ____ [insert number] such written allegations. Hillman forwarded a copy of each of these written allegations to counsel for the United States on ____ [insert date(s)]. If the following information was not contained in the written allegation, Hillman provided to counsel for the United States, on ____ [insert date]: the name of the complaining party, a description of the nature of the complaint, and contact information for the complaining party, to the extent any of this information is known by Hillman.

9. I have personally verified the accuracy of paragraphs 3 through 8 of this

Affirmation by _____ [explain basis of knowledge].

I declare under penalty of perjury that the foregoing is true and correct. Executed
on _____, 200__.

Signature

Print name